

MEMORANDUM OF UNDERSTANDING

Between the

_____ Soil Conservation District

And the

United States Department of Agriculture
Natural Resources Conservation Service

This Memorandum of Understanding (MOU) establishes the foundation for an enduring cooperative working relationship between the _____ Soil Conservation District (SCD) and the USDA Natural Resources Conservation Service (NRCS), hereinafter called the SCD and NRCS, respectively.

Whereas the _____ Soil Conservation District and the NRCS have the common objective of helping bring about the wise conservation of land, water, and related resources, they have determined it mutually beneficial to enter into this cooperative working relationship on this _____ day of _____, ____.

What the _____ Soil Conservation District will do:

Assign _____ (PERSON), to the NRCS under the technical direction of the NRCS District Conservationist for the purpose of carrying out NRCS work upon request.

What the NRCS will do:

1. Provide engineering job approval authority and conservation planner certification to _____ (PERSON) for carrying out NRCS work while under the direct technical control of the NRCS District Conservationist.
2. Provide services of qualified personnel, training, and logistical support necessary to carry out such work.
3. NRCS services will be provided in accordance with national NRCS standards and specifications as defined in the Field Office Technical Guide and other related technical standards used by NRCS.
4. Request the assignment of _____ (PERSON) for the purpose of carrying out NRCS work.
5. Provide direct technical supervision of _____ (PERSON) while carrying out NRCS work.

It is further understood:

1. Either party may arrange or provide as much agreed-to additional services, equipment, facilities, materials, and arrangements that may be required to achieve the common objectives.
2. The relationship described herein is that of cooperating agencies, except that while carrying out NRCS work, _____ (PERSON) may be considered a person acting on behalf of a Federal agency for the purposes of the Federal Tort Claims Act, as amended, 28 U.S.C. 2671 et seq. (See National Engineering Manual, Tennessee Supplement.)
3. Any working relationship between _____ Soil Conservation District and the NRCS will be that of cooperating parties to achieve a common objective and not one of procurement of services.
4. This MOU shall become effective when signed by both parties and shall continue for the term of employment of _____ (PERSON).
5. This MOU may be terminated by either party giving five (5) days' written notice to the other party.
6. This MOU will automatically terminate in the event _____ (PERSON) is no longer employed by the _____ Soil Conservation District or when the engineering job approval and/or conservation planner certification expires or is terminated.
7. All programs with support from this MOU shall be in compliance with the non-discrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1989 (Public Law 100-259); and other non-discrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with the regulations of the Secretary of Agriculture (7 CFR-15, Subparts A and B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial and/or technical assistance from the Department of Agriculture or any agency thereof. (Not all prohibited bases apply to all programs.)

This Memorandum of Understanding was approved by the _____
Soil Conservation District on _____.

SOIL CONSERVATION DISTRICT

By: (Signature) _____

Title: _____

USDA-NATURAL RESOURCES
CONSERVATION SERVICE

By: (Signature) _____

Title: State Conservationist